

SOFTWARE DISTRIBUTION AGREEMENT

This Software Distribution Agreement, between:

[SPECIFY COMPLETE NAME OF CLIENT] located at [SPECIFY COMPLETE ADDRESS OF CLIENT], (hereunder called "Client");

AND;

[SPECIFY COMPLETE NAME OF SOFTWARE COMPANY] located at [SPECIFY COMPLETE ADDRESS OF SOFTWARE COMPANY], (hereunder called "Licensor");

Is entered in this [SPECIFY EFFECTIVE DATE] and shall remain effective until it either expired or is cancelled in accordance with the terms below.

1. PROVISIONS AND CONDITIONS

The Licensor has built up the product incorporated into this software distribution agreement and the Client has expressed that it wants to become a wholesaler of the software.

In consideration of the above statement of facts, the Licensor and Client agree to abide by the following terms for the duration of this software distribution agreement:

2. PAYMENT AND FEES

All fees will be implemented upon the execution of an escrow agreement and both parties will split evenly for the payments and fees. Licensor will pay [SPECIFY AMOUNT]

for a percentage of [SPECIFY PERCENTAGE] while Client will pay [SPECIFY AMOUNT] for a percentage of [SPECIFY PERCENTAGE].

3. MARKETING, PROMOTION, AND CIRCULATION

Any Client material used for advertising must be previously approved by the Licensor. The Licensor may, at the Client's sole cost, offer help for promoting expenses. The Client is exclusively in charge of any promoting expenses related to software circulation.

4. DISCHARGE

The Licensor should, to the best of their capacity, keep all product identified with this product conveyance contract forward and operational all through the term of this understanding.

The Licensor will discharge the product with all testing concluded before the understanding date to the Client.

5. INSURANCE

Before the underlying discharge date the Licensor and Client shall go into an insurance contract that will go with this product dispersion understanding.

6. REINFORCEMENT AND INSTRUCTION

The Client will be in charge of all help needs coming about because of the offer of the product. The Licensor may, however at the Client's cost, give nearby preparing to the Client's reinforcement and deals groups.

7. NO SUB-LICENSE

The Licensor shall maintain and reserve total ownership of all intellectual property related to the software being distributed. This is comprehensive of any overhauls, images, copyrighted pictures and reports within this software distribution agreement.

The Client shall not grant their right to distribution to any other party without prior written approval from the Licensor. Should added parties be endorsed as extra sub-distributors, those parties shall be bound by the terms of this agreement.

8. ROYALTIES

The trademarks will break even with not as much as [SPECIFY PERCENTAGE] of every single net income for every month. The Client should pay eminences for the said programming on the [SPECIFY DATE OF PAYMENT] of every month amid the term of this software dissemination contract.

The authorized item should be viewed as sold when the item is conveyed, paid for, or charged.

9. TERM

This product circulation agreement should start on [SPECIFY DATE OF EFFECTIVITY] and will proceed for a time of [SPECIFY DATE PERIOD] unless generally wiped out by the parties. This contract should not be stretched out past the termination date without composed endorsement from the two parties.

10. AGREEMENT

Both of the parties are in agree to all terms and conditions recorded above in this product circulation understanding. The two parties remember they have scrutinized all documentation fused into this comprehension.

11. EXCLUSIVITY

Within the term of this agreement, the Licensor is prohibited from offering or giving out the software to any third party outsiders.

12. LIMITATION OF LIABILITY

In no occasion shall either party be subject to the next for any indirect, exceptional or consequential harms regarding or emerging out of this agreement or the outfitting, working, utilize, dissemination or promoting of the software or any related thing or administration given by Licensor.

13. DELIVERABLES

The Client will be given a worldwide permit to convey, promote, and showcase the product shrouded in this product dissemination agreement. This should fuse any updates, changes, or overhauls done to the item in the midst of the term of this understanding.

14. TERMINATION

Either party may finish up this understanding by giving composed notice inside [SPECIFY DATE OF TERMINATION] of end. Upon conclusion of this contract, the Client

should give the Licensor an end report of all aggregates because of the customer under this product conveyance understanding.

The Client will have no longer than [SPECIFIC DATE PERIOD] from conclusion to deliver this report. The Licensor will be in charge of the continuation of help for any past or future offers of the product.

Upon the end of this understanding the Client shall restore any product, documentation, and additionally the licenses conceded under this contract. On the off chance that any product can't be come back to the proprietor for any reason it might be annihilated inside [SPECIFIC DATE PERIOD] of end.

By marking hereunder, the two parties remember they have examined all documentation joined in this contract.

15. Settlement of Disputes, Governing Law & Arbitration

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The

award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.

- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

LICENSOR:

[SPECIFY SIGNATURE OF LICENSOR]

[SPECIFY NAME OF LICENSOR]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

[SPECIFY DATE HERE]

CLIENT:

[SPECIFY SIGNATURE OF CLIENT]

[SPECIFY NAME OF CLIENT]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

[SPECIFY DATE HERE]